

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: David Edward Evans
Assignee: International Business Machines Corporation
Serial No.: 10/561,686 Filing Date: 12/02/2003
Examiner: Unknown Group Art Unit: Unknown
Docket No.: GB920030049US1
International Application No. PCT/GB03/05267

Austin, Texas
January 25, 2007

COMMISSIONER FOR PATENTS
PO Box 1450
Alexandria, VA 22313-1450

**DECLARATION BY STEPHEN A. TERRILE SETTING FORTH FACTS IN
CONNECTION WITH AN INVENTOR WHO WAS UNABLE TO BE
LOCATED TO SIGN THE DECLARATION**

This declaration is made as to the exact facts that are relied upon to establish the diligent effort made to secure the execution of the declaration by the inventor refusing to join in the above-identified patent application before deposit thereof in the Patent and Trademark Office.

This declaration is being made by the available person having knowledge of the facts recited therein.

I. IDENTIFICATION OF PERSON MAKING THIS DECLARATION OF FACTS

Stephen A. Terrile
Name of declarant
P.O. Box 203518
Address of declarant
Austin, Texas 78720

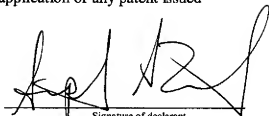
II. LAST KNOWN ADDRESS OF THE OMITTED INVENTOR

David Edward Evans
Full name of omitted inventor
19 Harthill Close, Kingsmead
Last known address of omitted inventor
Northwich, Cheshire, CW9 8UU

III. DETAILS OF ATTEMPTS TO LOCATE INVENTOR TO SIGN APPLICATION PAPERS

- (1) I am an attorney representing International Business Machine Corporation, assignee of the above-mentioned patent application.
- (2) Attached as Exhibit A is a declaration naming David E. Evans as the sole inventor and executed by Mark Cox, David Evans' former manager, on behalf of Evans.
- (3) Attached as Exhibit B is a copy of the Employment Agreement between David E. Evans and International Business Machine Corporation showing that International Business Machine Corporation has proprietary interest in the application.
- (4) It is respectfully submitted that not affording the above-identified application status under 37 CFR 1.47(b) will likely result in abandonment of the above-identified application. Accordingly, affording status under 37 CFR 1.47(b) is necessary to preserve the rights of International Business Machine Corporation in the above-identified patent application

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable to fine or imprisonment, or both, under Section 1001 of title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.



Signature of declarant

**DECLARATION FOR PATENT APPLICATION
AND POWER OF ATTORNEY**

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below adjacent to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of subject matter (process, machine, manufacture, or composition of matter, or an improvement thereof) which is claimed and for which a patent is sought by way of the application entitled:

PREDICTIVE GRAPHICAL USER INTERFACE WITH SPECULATIVE EXECUTION

which (check) ☐ is attached hereto.
☐ and is amended by the Preliminary Amendment attached hereto.
☒ was filed on December 2, 2003 as Application Serial No. 10/561,686
☐ and was amended on _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information, which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, § 119(a)-(d) of any foreign application(s) for patent or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America listed below and have also identified below any foreign application(s) for patent or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed:

Prior Foreign Application(s)			Priority Claimed	
Number	Country	Day/Month/Year Filed	Yes	No
PCT/GB03/05267	Great Britain	December 2, 2003	<input type="checkbox"/>	<input type="checkbox"/>

I hereby claim the benefit under Title 35, United States Code, § 119(e) of any United States provisional application(s) listed below:

Provisional Application Number	Filing Date
N/A	

I hereby claim the benefit under Title 35, United States Code, § 120 of any United States application(s) or PCT international application(s) designating the United States of America listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior application(s) in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose information, which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56, which became available between the filing date of the prior application(s) and the national or PCT international filing date of this application:

Application Serial No.	Filing Date	Status (patented, pending, abandoned)
N/A		

I hereby appoint the following attorney(s) and/or agent(s) associated with USPTO Customer Number **61136** to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith,

Please address all correspondence and telephone calls to: CUSTOMER NO. 61136

I declare that all statements made herein of my own knowledge are true, all statements made herein on information and belief are believed to be true, and all statements made herein are made with the knowledge that whoever, in any matter within the jurisdiction of the Patent and Trademark Office, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be subject to the penalties including fine or imprisonment or both as set forth under 18 U.S.C. 1001, and that violations of this paragraph may jeopardize the validity of the application or this document, or the validity or enforceability of any patent, trademark registration, or certificate resulting therefrom.

Full name of inventor:

David Edward Evans

Inventor's Signature:



Date:

2-2-2007

by: Mark Cox, Manager

Residence:

Burlingame, California

Post Office Address:

577 Airport Blvd., Suite 800
Burlingame, California 94010-2024

Citizenship: U.S.A.

**Confidential Information,
Copyright and Invention Agreement**

EXHIBIT B

In consideration of my employment by IBM I agree as follows:

- 1 "IBM" includes International Business Machines Corporation of Armonk, New York, and any of its subsidiaries within the meaning of Section 736 of the Companies Act 1985.
- 2 I will not disclose to anyone outside IBM or use in other than IBM's business any information confidential to IBM or any information received by IBM in confidence from any other party, either during my employment or afterwards, except with IBM's approval. Information is confidential to IBM if it relates to the business, research or product development of IBM, or results from work performed by me in the course of my employment, which has not been made available generally to the public.
- 3 I will deliver to IBM on termination of my employment all material created or possessed by me relating to IBM work.
- 4 I will not disclose to IBM any information regarded as confidential by any other party.
- 5 If in the course of my employment by IBM, either alone or with others, I create any literary or artistic work (including any computer programme) or any work in which a topography, mask work or design right exists, IBM will own any copyright and other rights in such work in accordance with law and I waive any moral rights I may have in such work.
- 6 If in the course of my employment by IBM, either alone or with others, I make any invention, IBM will own such invention and all patent rights in it in accordance with law and I shall promptly disclose such invention to IBM. Any such invention which by law does not belong to IBM will belong to me.
- 7 I shall, at IBM's expense, do everything reasonably necessary to enable IBM to secure in any country patent protection for any invention owned by it and copyright and other rights to which IBM is entitled.
- 8 I have an interest in the following inventions and literary, artistic or other works previously made or created by me which are unpublished and, in the case of inventions, for which no patent application has been filed:

NONE

(If none write NONE; continue on separate sheet if necessary)

- 9 This is my entire agreement with IBM on this subject.
- 10 This Agreement shall be governed by English Law.

I hereby declare that I have read, understood and agree to the current terms of the Confidential Information, Copyright and Invention Agreement and that I have received and read the IBM booklet entitled "Business Conduct Guidelines" (UK Form No 8-472) which is being accepted. I understand the importance to IBM of the rules of conduct set out in the booklet and my responsibility to comply with those rules of conduct. I will discuss any questions I may have on them with my manager or with an IBM lawyer. It is understood that in signing this document I in no way give up any of my legal rights to protection against unfair dismissal.

I am returning a completed Personal Details Form (UK Form No 8-440) with this acceptance of offer.

Print Name DAVID EVANS	Signature D Evans	Date 14/7/00
IBM Personnel/Recruitment Officer (Print Name) D Fawler	Signature D Fawler	Date 31/7/00